Speaker: All right. The meeting will come to order, and we'll see where we're going at this point. *[Side conversation]* All right. All right, the meeting will come to order. Well, the purpose of those local union representatives who are assembled here today – this is a special, proud meeting that notice is being sent out to each local union that has a road-city agreement signed anywhere in the Central States Council. This meeting was called for the purpose of ratifying the actions of the negotiating committee, and ratifying the actions of the study committee.

The study committee met at 10:00 this morning, went over in detail with the Master Agreement. And after the agreement was read, discussed, explained, there was a vote taken. And it was unanimous on the part of the study committee of the Central States to approve the contract and recommended it here back. Now, as I told the study committee, and I tell you as the individual representatives of each local union, this has been a most difficult negotiation for three reasons.

One, the newspapers, radio, TV, and every single anti-labor force in America violently opposed the signing of a national agreement, recognizing that for the first time in the United States, if we accomplished what we were seeking, it would establish the pattern of future negotiations of all divisions of this international union, as well as for the first time alerting the American workers that such a contract can be signed. They knew it would become contagious, not only into the Teamsters Union but all unions throughout the entire United States.

And so the various rate bureaus that make up rates, manufacturer associations, shipper concerns, and all aspects that deal with transportation sent out letters to the carriers, to the associations, and told 'em that if they sit down and sign an agreement with us, increasing wages, hours, and conditions, they could not expect any rate increases. That they would be met at the ICC, public service commissions, and they would object to any rate increases.

Despite this fact, having spent some 40 months three years ago racing around the United States, working out agreements that quite well equalized the wage scales, standardized certain language provisions of our contracts, and brought about the two most important provisions of that contract in preparation of the meeting that took place here in November, December, and January – namely the provision dealing with the multi-employer status of the employers, dealing with the question of the employer agreeing to national negotiations –

those two provisions we relied upon to send out the appropriate notices to those local unions having contracts dealing with over-the-road, city cartage, mechanics, and clerical help. And the employers likewise recognizing their responsibilities, met repeatedly all across the United States to discuss the approach to the bargaining table on their behalf as we were doing in our meetings in Washington and central states, and San Francisco, Washington, DC and Dallas, Texas, for the respective local unions.

And meeting regularly, starting from about September until we first met at the bargaining table, many members of your executive board, acting as an auxiliary unofficial committee, met repeatedly with employer groups assuring them that this was the way to establish labor peace in transportation, and that this was the only method that we could assure ourselves of negotiating a contract in Chicago, as an example, and then finding once completing that contract, the workers authorizing a signing of it, that a strike would take place somewhere in the West.

And the worker who believed that he was secure for three years, would find himself out on strike through no fault of his own, and no vote of his own, because of a strike on the opposite end of his run taking place, or a strike somewhere in the United States that affected his livelihood. After those meetings and much discussion, it was recognized that this, in the overall interest of the union, the members, the employees, and the company, should be negotiated. And so the employers established a new organization called Truckers, Inc.

This organization was not an organization of individual employers, but rather was an organization of associations that had already been previously established over a long number of years throughout the United States, where they gave their power of attorney, limited as it was, to the Trucking Employers, Inc. to sit down and negotiate a contract with our international union, with all of the national negotiating committees, with the understanding that they only have the power to negotiate.

And they must report back to their study committee, which was comprised of representatives of each association that had given power of attorney to National Truckers, Inc. And recognizing the limited power of attorney, we accepted it. We likewise pointed out that there were five local unions in the United States, local unions that had, through their membership – and in my opinion, by not

properly notifying their membership – had received instructions not to go along with national bargaining.

And in recognition of those refusals the executive board, meeting in Miami, Florida, interpreted the constitution with the authority granted the executive board, to the extent that we again placed on the record, for one time and for all, that those local unions that are chartered by this international union, irrespective of where those general locations geographically may be, are bound by the national agreement, once it is ratified and they are notified by the international union they are covered.

And recognizing that, we called three meetings in Washington. One meeting of the general executive board to pass resolutions authorizing the negotiations of this national agreement. And then a meeting of a study committee of some 400-odd people that met in the auditorium, went over the question of whether or not we would or would not have a national contract, ratifying the actions and desire of a national agreement.

We then sent back to each local union, through their respective area committees and representatives of joint councils, notifying them to send in any demands to their own area that they desired in the way of wage changes or condition changes or new language in the contract, and that should be forwarded to the international union. As it was forward to the international union, we sat down with our attorneys, sat down with an authorized drafting committee, and drafted a road-city contract on a composite basis, with language constituting a national agreement.

We again called a meeting of the policy committee, so-called study policy committee. We went over item per item, paragraph per paragraph, and discussed at great length what was contained in those documents, why the language was drafted, and approached suggested and proposed wages and fringe benefit changes. After having that discussion, each one of the conferences had a caucus of their own individual conference, and out of those caucuses came a unanimous vote that the local unions were ratifying the suggested and proposed new national contract.

We then very carefully selected, as authorized by our committee, a 40-man negotiating committee, with the necessary alternates in case somebody could not be at the particular meeting. And out of that 40-man committee and alternates, we elected a 5-man negotiating committee by selecting from the West, the South, the Middle West, and the East, one man each. And myself operating as

the chairman of that composite group, we comprised five negotiators.

With the assistance of the vice president in each area – O'Brien, Contham, Fitzsimmons, Gibbons, and this area – consulting with each other, we arranged a negotiation. And finally, after all the preliminary work was over, we met with the employers and we presented our proposal. Went over it in detail, paragraph by paragraph, explaining why we believe we are entitled to those provisions we had submitted, and explaining that many of those provisions had been brought about by a necessity of recognizing Supreme Court decisions, recognizing National Labor Relations Board decisions, and recognizing the need for the legalistic –

changes to comply with present – and what we could see for the foreseeable future of – cases pending in Supreme Court or before the National Labor Relations Board. And pointing out why we believe we're entitled to the economic increases that we had suggested, pointing out why many of the new provisions were required in the contract that had been brought about by the decisions of the employer groups in the East, the West, and the South, and the Middle West.

And pointing out, for a matter of clarification of language, clauses that had been in the agreement over a past number of years, but where the employers, working for the employers, had tried to misconstrue the language. We asked for clarification. The employer then, accepting our proposal – not in total, but accepting it in the spirit we presented it – suggested they have an opportunity to take it back and submit it to their employers. They submitted it to their various employers, who in return took it back home into –

the various areas of their association, called a mass meeting of the employers in those particular areas, took up the union's proposal, and made suggested changes and redrafts as a counter-proposal to our organization. When all the preliminaries were over with to the employers to comply with their powers of attorney, we met back again for the purpose of negotiating. And we patiently again went back over paragraph after paragraph of the employers', because they likewise were given the authority that out of their policy committee, they would select five people to meet with us and in return have their counsel present.

And we agreed that our counsel would be present in those negotiations for clarification of the legal provisions of each contract. And that started the negotiations. At first we had many

difficulties, because many of the employers, being from far-distant parts of the United States, had never heard of the Central States Drivers Council contract, had never operated under that agreement. And since we were using the Central States Drivers Council contract as a basic issue, and as a starting point of negotiation, it took many days of explaining what had happened, what those paragraphs meant, and our desire for changes.

The employers again reset, met with their employer groups, and at the same time we were notified by at least 14 other associations that they were not going to be bound by Truckers, Inc. negotiations, but rather they demanded separate negotiation. Fourteen employer associations. Immediately there were subcommittees set up, and those subcommittees set up to meet with the employer organizations that demanded separate –

bargaining started likewise to take our original proposal, sit down with the employers, explain in detail what we were suggesting, why we were suggesting it, and attempting to negotiate an agreement. But it wasn't very long that we found that they were not really and truly interested in separate bargaining. They were merely interested in the fact that they could maintain their own identity, and in almost every instance they refused to approve one single document until such time as a master negotiating committee –

who by the way represented some 1300 companies with 300,000 members and employees of those trucking companies they represented. And so, recognizing this, many of those were recessed at the request of the employer, until we realized what was gonna come out of the bargaining committee. And we sat down again and attempted to work out an agreement. Night after night, and day after day, as we met with the employers, there were proposals submitted from the employers' side, the most fantastic proposals you ever witnessed in the year 1963.

Proposals that we would have five days out of any seven as a work week. Proposals that the employer would have a right to send any employee home, regardless of seniority, and use non-union or casual employees for all overtime, whether it be after 8:00, Saturdays or Sundays, and only work a skeleton crew under a guaranteed work week. It was suggested likewise that we give up our provisions dealing with guaranteed runs, and that we include the work week and the work days into the total guarantee.

Likewise, on the long-distance run, they asked to abolish any guarantees, and to include the work as well as the driving time in a guarantee. They submitted document after document, appeared with subcommittees before our committee, attempting to persuade us to change our mind, attempting to persuade us to accept provisions that we had been able to negotiate on a contract 20 years ago, taking the position that if we did not, it would mean a strike. And so after listening patiently for almost five weeks, we finally had a caucus of our negotiating committee, and we made up our minds to bring this to a head.

And so we called in those local unions here in Chicago – 705 Independent, 705 IBT, and the local unions affiliated with Joint Council 25 – whose contracts expired on December, 1963, and entrusted them to set a deadline of January 15th, and unless there was a contract signed, they would reserve the right to go on strike. Some 50,000 drivers and dockmen being involved, some 75,000 people totally could be involved in that strike. And so the stage was set for the showdown. And as we met in our last days of meeting, the employers bitterly complained that we were dividing and conquering the employers.

Bitterly complaining that we were not willing to accept the approach of recognizing railroad contracts, steamship contracts, airlines agreements, and tailor our contract after theirs. We told 'em we were not interested, that we were interested in a minimum contract that we had proposed, willing to bargain whether or not all of it was acceptable, or part. And then we set the deadline. In setting the deadline, we got down to work, working around the clock the last few days, some ten days. We successfully hammered out an agreement.

And if I was to stand here and try and tell you the thousands and thousands of words that were exchanged, to try and tell you of the hundreds and hundreds of provisions that were drafted, redrafted, submitted, resubmitted, and tore up, until we finally arrived at the documents we have here now, it'd almost be unbelievable. But without all of the necessary explanations, I'm happy to report here today that the documents that you hold in your hand have been ratified by the employers as an accepted proposal for the year 1964 to the year 1967, March 31st.

I may say, in regards to that date, it was agreed because of the increases and because of the language of this contract, and our desire to get away from the winter months, and particularly during the holidays, where there was always the possibility that a family

would have a very poor Christmas or New Year's because we could be forced out on strike. It was our suggestion, our suggestion that the employers agree to this agreement, and we would extend it to March 31st, 1967, because all of us realized that we must always be willing to accept what could be a deadlock in bargaining, and be forced out on the streets by selective strike.

And finally, this contract was accomplished. The employers approved it. Policy committees met till 4:00 in the morning in this very hotel, going over the finished product to determine, could we say to the employers, "We will recommend this"? And the total policy committee from all over the United States met here, discussed it, and finally ratified it by unanimous vote. And again today we are here for the same purpose. Now that the policy committee has ratified it, we are here now to have the local union official ratify it or reject it.

And at this time, I will read to you the document in detail. I will request you to underline the language that are the changes from the previous contracts, and I will only read those language changes that are different or that have been redrafted other than the previous years. *[Side conversation]* All right. Now, if you will turn to the very first page of preamble, you will find that the preamble no longer speaks about the Central States Drivers Council, but it speaks about the question of the entire United States by the following language.

"National Master Freight Agreement covering the over-the-road local cartage employees of private common contract and local cartage carriers, for the period of February 1, 1964 to March 31, 1967, covering operation in between/ over all of the states, territories and possessions of the United States, and operations into and out of all of the contiguous territories." And then, "The ‘blank’ company or association, hereinafter referred to as an 'Employer,' and the national over-the-road city cartage policy negotiating committee, and local union number ‘blank’, affiliated with the IBT-HW&A of America, hereinafter referred to as 'the Union,' agrees to be bound by the terms and conditions of this agreement."

That is an entire new preamble, and should be explained that it was redrafted because now it covers the United States, and not just the Central States Drivers Council. Article 1, Section 1 is all new. Underscore each line of that. Also, Section 2 is new. And I will read it and explain it. "The Employer consists of members of associations who have given their authority to the association to execute this Agreement and Supplemental Agreement; members of

associations who have not given such power of attorney; and individual employers who become signators of this Agreement and Supplemental Agreements as hereinafter set forth.

"The signator associations enter into this Agreement and Supplemental Agreement on behalf of the members under and as limited by their authorizations." This is exactly as I explained, bringing all of the loose-knit associations into a master one. Those who want to retain their individual identity can retain it, but will be covered by the identical and same contract. Unions covered, Section 2. "Unions consist of those local unions above named, and any local union which may become a party to this Agreement and any Supplemental Agreements as hereinafter set forth.

"Such local unions are hereinafter designated as "Local Unions." In addition to such local unions, the national over-the-road and city cartage policy negotiating committee, the IBT, is also a party to this agreement and the agreements supplemental hereto." Again, necessary for the scope of the contract becoming a national agreement, and recognizing limitations in the constitution, and recognizing the vote of the membership. Three. You will take Section 3 – it is an old agreement and the old provisions, except in the fourth line down, you will find, "or Interstate Commerce Commission rights only."

Underscore that. Down below again you will see, "or the use of such Interstate Commerce Commission." Underscore that. Down again a few lines, you will find, "or Interstate Commerce Commission rights only." Underscore that. Now, that language was inserted into the old provisions because we had certain companies take exceptions and say they were not covered because they have only bought rights, or they had received additional rights from the commission. This now makes it all inclusive, and was changed for only clarification of language and intent.

Down at the last part of that, where it starts with the words, "The Union," you go down about the last 15 lines up from the bottom. It says, "The Union shall also be advised…" The balance of that paragraph is new, and it reads as follows. "The Union shall also be advised of the exact nature of the transportation, not including financial details. In the event the Employer fails to require the purchaser, the transferee or leasee to assume the obligation of this contract, the Employer, including partners thereof, shall be liable to the Union and to the employees covered for all damages –

"sustained as the result of such failure to require assumption of the terms of this contract, but shall not be liable after the purchaser, the transferee or leasee has agreed to assume the obligations of this agreement." Now we found that even though we had previously a similar provision, that the language of that contract had been very carefully scrutinized by lawyers, and that we had problems of enforcing that language.

You will note now that we have included also the partners of the concern, and that we have changed this language to tighten it up so that if a company sells, leases, or by any way changes method of operation, the person taking over is bound by this contract, again protecting the seniority rights, pension rights, welfare rights, and fringes of the membership of our union. Section 2, scope of agreement. Master Agreement, Section 1, all new. Underscore each line.

"The execution of this Master Agreement on the part of the Employer shall cover all operations of the Employer which are covered by this agreement, and shall application to the work performed within the classification defined and set forth in the agreement supplemental hereto." Now, this likewise covers the employer, whether he has an operation in central states, if it's southern, eastern, or western. The whole operation is now covered, not just in the Central States Drivers Council. Supplement to the Master Agreement, Section 2.

"There are several segments of the trucking industry covered by this agreement, and for this reason, supplemental agreements are provided for each of the specific types of work performed by the various classifications of employees controlled by this Master Agreement. All such supplemental agreements are subject to and controlled by the terms of this Master Agreement, and are referred to herein as 'Supplemental Agreements.'

"All such Supplemental Agreements are to be clearly limited to the specific classification of work as enumerated or described in each individual supplement, recognizing that the geographical structure of the United States does not lend itself to a single national phraseology, nor could you change the various descriptive runs that have been established throughout the country. Nor could you change some of the patterns of enforcement of the contract." We have drafted this in such a way that what you are now reading will apply to every single union who has a city cartage or road operation.

But likewise, the supplement will retain for itself past practices, methods, and determinations by the parties that what was in their previous agreement, plus the increases and the new change of language. Non-union's covered. All of this is again new. Section 3. "This Agreement shall not be applicable to those operations of the Employer where the employees are covered by a collective bargaining agreement with a union not signator to this Agreement, or to those employees who have not designated a signatory union as their collective bargaining agent.

"At such time as a majority of such employees in appropriate bargaining units designate as evidenced by a card check a signatory union as their collective bargaining agent, they shall automatically be covered by this Agreement and applicable Supplemental Agreements. In such cases that parties may, by mutual agreement, work out a wage and hour scheduling." Now, under this proposal, you no longer will have to go to the National Labor Relations Board.

But when you sign up the majority of the employees in any single operation, whether the garage, clerical, or whether it be dock, city, or road, you merely submit those cards to the employer. He checks them against the payroll. If you have a majority, he's automatically covered by this contract, with one exception – with the realization that this is a three-year agreement, and organizing a new company you may find that there's fifty cents or a dollar, dollar and a half an hour less than the standard wage scale.

It gives you the right to work up; the step-up increases which will bring about a uniformity of wage scales at the termination of this contract and within the last year – step-ups that will guarantee the additional increases in the forthcoming new agreement, plus those additional monies needed for uniformity by termination of the second period contract. You will recognize also under this provision that we agree that where a union, say the Mechanics Union, hasn't the certification for those employees that we will not claim, they come under this contract.

You will recognize that the employer, still trying to retain some semblance of non-union, wants to have the assurance that those employees not now covered by the Agreement, and much to your amazement – I don't believe it happens in Central States, but some part of the United States – you will find that the road operation's 100 percent union, because it runs into large metropolitan areas, well-organized industrial areas, but you will find that the city cartage and the dock is completely non-union. You will find, on

the other hand, operations to where the docks may be organized, and the city and the roads non-union.

And you will find in some instance that the highway driver and the dock's union, and the city cartage is non-union. Now, under this proposal, as you sign those individuals up, you will no longer be forced to wait 6, 8, 10, or 12 months for the Labor Board to set a date, and somebody raised the question of units, but you will be able to have the card check and have 'em under your union. *[Side conversation]* Now, Dave, under here, this was supposed to be subject to the approval of the _____ committee. That's left out.

Add, if you will, after the word, "Wage and hour schedule," put in here, "subject to joint area approval." *[Side conversation]* "Subject to joint area approval." That was agreed to, and we apparently left it out by a oversight. Single bargaining units. All of this is new, and in the next two paragraphs I'm gonna read. Section 4. "The employees covered under this Master Agreement and various Supplementals thereto shall constitute one bargaining unit.

"It is understood that the printing of this Master Agreement and the aforesaid Supplements in a separate agreement is for convenience only. It is not intended to create separate bargaining units. This National Master Agreement covering city and road operations of the authorizing members, of Trucking Employers, Inc. and other associations which have participated in the collective bargaining, have resulted in joint collective bargaining negotiations as to the common problems and interests in respect to basic terms and conditions of employment, and such master collective bargaining agreement and supplementals thereto cover a single bargaining unit for the purpose of collective bargaining.

"Accordingly, the Association and Employer which are party to this Agreement acknowledge that they are part of a multi-employer collective bargaining unit which is comprised of the following named associations and those of their members which have or will authorize the Association to represent them for the purpose of collective bargaining, and only to the extent that such authorization and such other individual employers which have or may singly become party to this Agreement."

This is necessary and brought about by the fact that this again is no longer a Central States contract, but is recognized as a Master Agreement, and that the supplements are merely for administrative purposes, not changing the intent of the master contract. Section 5 is under the old agreement. We will not read it. Article 3,

recognition, union shop, and check off "recognition". In the second line of that 1A, you will underscore the word "national committee." That is placed in there in lieu of the Central States Drivers Council because it's now a national committee, not just an area committee.

And that's all there is to that article, that paragraph. The next paragraph is completely new – the next three. They read as follows. "Subject to Article 2, Section 3, scope of agreement, this provision shall apply to all present and subsequently required operations and terms of the Employer. This provision shall not apply to wholly owned and wholly independently operated subsidiaries, which are not under contract to a local IBT union. Wholly independently operated means, among other things, that there will be no interchange of freight, equipment or personnel, or common use in whole or in part of equipment, terminals, property, personnel, or ICC rights.

"The exception set forth above shall not apply to accretions of a collective bargaining unit. The provision of this agreement shall apply to all accretions of the bargaining unit, including but not limited to newly established or acquired terminals and consolidation." Change that "or" to an "of." "Of terminals, et cetera." This again was brought about by the employers' desire to have some non-union operation. And so the complaint was that if the employer, 100 percent union, should go down into the South or some rural community somewhere in the United States and buy a non-union operation, as long as he operated that separately, he did not want to acknowledge our right to place this contract into effect. So excepting that at the beginning, we established certain qualifications. And those qualifications will be applied to this rule, and in my opinion will bring about, in a matter of 12 months of any of that type of operation, 100 percent union, and this contract will automatically cover. Section B and all the balance of that page is the old language. No use to read it.

On page four, all the way down to Section 2, old language; and paragraph one and two is old language. Paragraph three is completely new. Underscore all of those next two paragraphs. "Any employee hired as a seasonable, casual, or part-time worker shall not become a seniority employee under these provisions where it has been agreed by the Employer and the Union that he was hired by seasonable, casual, or part-time work. The word "seasonable" as used herein is meant to cover situations such as the Christmas period and parcel delivery operations and the like.

The word "casual or part-time" as used herein is meant to cover situations such as replacement for absentees and on vacation. Casual and part-time employees shall be given first opportunity to qualify as regular employees and be placed at the bottom of the seniority board if they meet all qualifications required of new applicants for regular employment, and shall accumulate seniority from the date of regular employment." Again, this was brought about by three decisions of the National Labor Relations Board for clarification.

And for the first time under a collective bargaining contract of the freight industry, the employer hiring these seasonables are the absentees or the replacements for vacations. When he needs a new employee, he can no longer reach out on the street and hire somebody, but must give the first man hired, and on the way down the list of casual, part-time, or absentee, fulfillment of absentees, the right to qualify as a regular employee and start seniority. This is an important clause and gives protection to the part-time worker, and to the casual, to become a regular, full-time worker.

Now, the next paragraph, three paragraphs in that page, are old paragraphs. At the top of page four where it starts, "The Union shall certify," the balance of that, all the way down to "work assignments" is new. Underscore it. "The Union shall certify the Employer in writing each month a list of its members working for the Employer who have furnished the employer the required authorization, together with an itemized statement of dues, initiation fees, full or installment; a uniform assessment owed and to be deducted for such months from the pay of such members, and the Employer shall deduct such amounts from the first paycheck, following receipt of statements of certification of the member and remits to the Union of one lump sum.

"The Employer shall add to the list submitted by the Union the names of all regular new employees hired since the last list was submitted, and delete the names of employees who are no longer employed. Where an employee who is on check-off is not on the payroll during the week which the deduction is to be made, who has no earnings or insufficient earnings during that week, or is on leave of absence, the employee must make arrangements with the Union to pay such dues in advance.

"The employee will recognize authorization for deduction from wages is in compliance with state laws to be transmitted to the Union or to such other organization as the Union may request and mutually agree to. No such authorization shall be recognized if in

violation of state or federal law. No deduction shall be made which is prohibited by applicable law." Now, again this recognized the fact that the Labor Board problems we've had where a person signs a check-off sheet, is absent from work, or has earned no money, and then claiming that he is still a member in good standing because he signed an authorization, will now be required to assume his responsibilities, come down to the union hall and pay for that month that was not deducted, and thereby keeping him in good standing. And failure to do so, he is not in good standing.

Recognizing also that under this proposal, and under what they have agreed to, if you have a credit union, you have authorizations signed for insurance, authorizations signed for deduction of drive monies, and the employer mutually agrees it will be deducted and submitted back to the union or the organization designated, and the employer will then have the authority legally to do so, and no longer can be charged as a violation, because it is now by mutual agreement.

Work assignment, Section 4 – old. Article 4, stewards, all the way down to the last paragraph on the next page above Article 5. And that last paragraph is a new paragraph. Underscore each line of it. "Steward shall be permitted reasonable time to investigate, present, and process grievances on the company property without loss of time or pay during his regular working hours that were mutually agreed to by the Union and the Employer; off the property, or other than during his regular schedule, without loss of time or pay.

Such time spent on handling grievances during the steward's regular working hours shall be considered working hours in computing daily or weekly overtime within the regular schedule of the steward." Now, this means that if a man is scheduled between 8:00 AM and 5:00 in the evening as an eight-hour work, and he takes up grievances on the company property, he will not find himself – as was in New Jersey – in violation of some law, 302.

Because the employer is agreeing that that's part of his work schedule, and the employer will pay him and compute that into his daily and weekly overtime. However, if the employee, due to work at 8:00 AM and 5:00 at night to go home, comes down at 7:00 in the morning by mutual agreement, he will be paid the one hour or whatever time it takes between 7:00 and his regular starting time by the employer. But it will not be part of overtime, but will be straight pay.

If the employer and you agree that you wanna him down to the state committee or to the Central States Drivers Council, and you mutually agree on it, and the man comes over and attends a grievance hearing, or on the state level or city level a grievance meeting, the employer can now legally pay that man. But the monies he pays him will not be part of computing his weekly overtime, although will be the regular straight-time hourly rate.

The only time that the time taking of grievances will be involved in premium pay will be on the company property or the initial stage of the grievance. Article 5, seniority. First paragraph is old. Second paragraph, underscore. It's new. "The extent of which seniority shall be applied, as well as the method and procedure to such application, shall be clearly set forth in each of the Supplemental Agreements."

Now, we did this because almost invariably, in each one of the other Master Agreements that have been into effect, some 22 of 'em, they had already established, the same as we had, the method of procedure of handling grievances. And nobody wanted to change that method, because the members, the employers, and the unions understood it. So, as we did in our contract, so they will do. We simply took the old language, inserted it in the contract, except the new language that I will read concerning the question of interpretations of a contract.

Now, Section 2, 3, and the balance of that page, while it's new in the contract, is old. If you will require, during the life of this present contract, we had to interpret that language. We had it interpreted; it was approved by the employers and the union, and then sent out to each one of you. And each one of you then used that as a supplemental to the present contract. We have now included it into the agreement, and it's no longer a supplement but part of the basic language of the seniority clause.

And likewise, as I stated under grievances, and grievances is tied with seniority, we extracted the seniority clause of each contract. And that seniority clause went right into the supplement. Because, again, local unions have, throughout this country, different methods of accumulating seniority. Some of 'em had 6 to 13 days out of 60; 60 days out of 60; 30 out of 90; and various clauses. Each one wanted to maintain it.

So we maintained in the area, outside of this language we have here, the old, basic method of accumulating and continuing seniority. So the balance of page five is now the old supplement or

amendment that we had under the old contract. Nine, 9B are under the old agreement. Under Section 5, there are three changes. You will note in the third line the figure $125.00. That was changed from the figure $85.00. You will find it three times in those two paragraphs; underscore each one of 'em.

And again, this was a tremendous argument, because many of you realize that the employer was refusing to allow people to use their seniority to accumulate maximum earnings. Many of the employers took the position that as long as the employee equaled $85.00 at the end of the Christmas year, they could lay off people to save the holiday pay, fringes, and so forth. So we have raised this up to a realistic figure, to $125.00. So unless the majority of the board's receiving $125.00, we can request the employer to cut the board, and those still working can enjoy the necessary money to maintain their standards.

And the balance of 'em will not remain on an extra board, but can work elsewhere, preserving their seniority for two years, and being able they cannot secure a job, go under unemployment compensation – which sometimes was greater than staying on the extra board, but the employer refused to lay 'em off. The balance of that provision is the old agreement, such as new branches, et cetera, closing of branches, et cetera, all the way down to page six. Section C on the right-hand side is new. Underscore the new, Section C.

"Where a branch, terminal, division, or operation is closed, the work of the branch, terminal, division, or operation is limited, and no part of it is transferred to another branch, terminal or division, employees who are affected thereby should be given first opportunity for available regular employment at any other branch, terminal, division, or operation of the Employer within the area. As a Supplemental Agreement under which employ the obligation to offer such employment shall continue for a period of two years from the date of closing.

"However, the Employer shall not be required to make more than one offering during this period. Any employee accepting such offer shall pay his own moving expense if hired. They should go to the bottom of the seniority board, but shall have company seniority for fringe benefits only." This does not change the two-year layoff period of guarantee of seniority. However, this new language means that if a terminal is closed in Kansas City, and the employer is going to hire new men in Chicago, Illinois, at his regularly-

established terminal in Chicago, he cannot hire a local man in Chicago until he has offered that man in Kansas City the right to come to Chicago and go to work here. Even though he comes in as a new employee except fringe benefits. However, recognizing that there must be some limitation, we have said to the employer that he only has to call that man one time. And using the Kansas City-Chicago as an example, if he calls Roy Williams in Kansas City and says, "There's an opening, Roy, in Chicago, and you're laid off," and Roy says, "I don't wanna go to Chicago," he has no –

requirements to call Roy the next time an opening takes place in the entire system. But Roy will remain on the two-year period in Kansas City, if work should pick up and be called back in Kansas City. Likewise, if for a period of 24 months, up to the last day of the 24 months, there is no openings, but finally one comes, the employer must offer Williams that right to move to Chicago from Kansas City before he hires a new employee in Chicago. This was a tremendous argument with the employer.

They finally succeeded, pointing out that the health and welfare, the pensions, the vacations, and all of the gathering of fringe benefits would be lost if they could hire a new man here in Chicago and not give Roy the right to come from Kansas City to Chicago. They finally agreed, and for the first time you can move about within the central states of our members. Southern Conference can move about in Southern Conference. The Western can move about in the Western, and the Eastern in the Eastern. You cannot cross area boundaries.

Qualifications, Section D, is old. Section E is all new, the two paragraphs. "Seniority in individual run or change of domicile. When a driver is redomiciled in accordance under approved change of operation which is otherwise not in violation of the agreement, the driver shall carry his prior seniority for that run only. Transferment under this section shall have master seniority for layoffs and rehiring, but shall accumulate terminal seniority only from the date of transfer for the purpose of bidding on other runs.

"If such terminal seniority is used to bid on other runs, driver shall lose his right of prior seniority in his original run. This rule is subject to the right of the Employer and the Unions and the area committee to agree to some other seniority arrangement in such cases, if and in their judgment they believe such other arrangement is appropriate under the circumstances."

Again, recognizing the fact that if you had a man in Toledo, Ohio running from Toledo to Chicago, and runs running Chicago-Toledo, and finally the employer decides to have all the men running out of Chicago, the men from Toledo could come to Chicago, have grandfather rights on that run, but would have to start accumulating new seniority here in Chicago for runs other than the Chicago-Toledo run. Likewise recognizing that change of operations cannot be predetermined, the last paragraph gives us the latitude to look at each particular case.

If there is something that is not normal, we will have a right to make the appropriate ruling and still be within the terms and conditions of this contract. Next paragraph is old. Under Article 6, maintenance of standards, the first paragraph is old language. And then the last three lines on that side are new. "This provision does not give the Employer the right to impose or continue wages, hours, or working conditions less than those contained in this contract." Underscore those lines.

This was placed in the agreement because we had an arbitration, one of our local unions, where an employer had been cheating on the wage scale by ten cents. When the new contract was negotiated, the employer applied the new increase on his less-than-the-regular rates. When the union raised the question, the employer said, "The maintenance of standards applies just as much to me as it does you. And I don't have the change the ten cents I've been cheating you. I'm gonna put the increase on top of it."

And lo and behold, the arbitrator upheld him. So we have now put in this provision, the fact that the employer cannot cheat and hope to maintain the right of cheating under Article 6. Section 2, extra-contract agreement, is old. Section 3, workweek reduction is old. New equipment is old. Article 7 is reserved, and will be drafted and will be sent out to you because of the language necessary to make continuity of the present national grievance language that I'm gonna read now.

On Article 8, we took the old grievance procedure of Central States and each one of the other areas, placed them into the supplement of the contract, but wrote this language. As you will see, it's drafted for two purposes. One, that any interpretation of this Master Agreement must come to a national committee. Two, any deadlock in any area where a strike will affect more than one area must come to the joint areas meeting to try to resolve it before a strike is called.

Three, you will note as I read it that if somebody deliberately takes an interpretation and tries to hide behind that as a factual issue, and then we find that he has misrepresented this contract, we will have a right to call him in and change him. Now, I'll read the language. Underscore the balance of that page, as follows. "All grievances or questions of interpretation arising under this Master Agreement or Supplemental Agreements," there are two, "shall be processed as follows.

"The Supplemental Agreements provide for arbitration or discharge. Such procedures shall be continued. One, all factual grievance or questions of interpretation arising under the provisions of the Supplemental Agreement, or factual grievances arising out of the National Master Agreement, shall be processed in accordance with the grievance procedure of such Supplemental Agreement. If, on the completion of such supplemental agreement procedure, the matter is deadlocked, and as a result a work stoppage is –

"threatened which can involve more than one conference area, the matter shall be submitted to a multi-conference committee composed of two Employer representatives and two Union representatives from each conference area involved. Such multi-conference committees shall be convened by the Employer's secretary or the Union's secretary or the national grievance committee after receipt of notice to the Employer or Union party to the dispute.

"The notice convening the committee shall set forth the nature of the deadlocked grievance or interpretation involved, the parties to the dispute, the conference area which are involved." And the entire left-hand side of the next page is new also. "The Employer or Union can have representatives appointed to the multi-conference committee. The multi-conference committee shall meet at a mutually convenient time and place, but not later than 30 days, or 20 days after receipt as notice as aforesaid.

"In the instance of deadlock, factual grievance, or interpretations arising under a Supplemental Agreement, or a deadlocked factual grievance arising out of the National Master Agreement, the sitting of the multi-conference committee shall be based solely upon the provisions of the applicable Supplemental Agreement and the National Master Agreement, whichever is applicable. Any request for interpretation of the National Master Agreement shall be submitted to joint area committee directly, from where it shall be immediately referred to the national grievance committee.

"The multi-conference committee resolves the dispute by a majority vote of those present and voting. Such decision shall be final and binding upon the party. If the multi-conference committee is deadlocked on the disposition of the dispute, the dispute shall be referred to the national grievance committee and handled as set forth in paragraph two hereof. One," and that will become two," any matter which has been referred pursuant to paragraph one," and it'd be two," or any questions concerning the interpretation of the provisions contained in the Master –

"Agreement shall be submitted to a permanent national grievance committee, which shall be composed of five members designated by the Employer and five members designated by the Union. The national grievance committee shall meet quarterly for the disposition of grievances referred to it, or may meet at more frequent intervals upon call of either chairman of the national or the Employer or Union representatives on the national grievance committee.

"The national grievance committee shall adopt rules and procedures which may include the reference of disputed matters to subcommittees for investigation, and report with a final decision or approval however to be made by the national grievance committee. The national grievance committee resolves the dispute by a majority vote of those present and voting. Such decision will be final and binding upon the party. If the national grievance committee is deadlocked in the disposition of the dispute, then either party shall be entitled to all lawful economic recourse to support his position in the matter.

"In considering factual disputes that are deadlocked and may affect more than one conference, a deadlocked question of interpretation involving more than one conference arising out of the Supplemental Agreements, the decision of the national grievance committee should be solely on the provision of the applicable Supplemental Agreement." *B*: "The national committee by a majority vote may consider and review all questions of interpretation which may arise in the provisions contained in the Master Agreements _____ submitted by either the Union area director or the designated employer representatives –

shall have the authority to reverse and set aside the majority interpretation of any area, regional, or local grievance committee, if in its opinion such interpretation is contrary to the provisions set forth in the Master Agreement, in which case the decision of the

national grievance committee should be final and binding." *C*, also new. "Any provision or grievance procedure of any supplemental hereto would require deadlocked disputes to be determined by any arbitration process to be null and void.

"As to any agreements involving interpretation of the Supplemental Agreements to this National Master Agreement, the decision of the grievance committee as to whether a grievance involves interpretation which is subject to this procedure shall be final and conclusive." *[Side conversation]* Section D is old. And again, I point out to you that this new language is for the sole purpose of trying to guarantee our members that every means –

and methods will be used possible by the international union, by the national committee to avoid strikes so that they can continue on with a weekly and monthly paycheck to have a better living for themselves and their families. Article 9A is old. *B* is the saving language we had to put in because of the Brown/Patton case. I'm waiting on the decision now of the court to tell us which one of these provisions are legal, or a combination of two.

So if you'll mark *B* and underscore it, you will find that when the decision comes down, we will have authority to change this to comply with that decision and get the best that we can under the Landrum-Griffin law not to go through picket lines with the help of the unions. Grievances, Section 3, is old. Article 10, loss or damage. In the second line, you will notice the word "gross." Underscore the word "gross." This is the only change in there, and a very significant change.

Now they must show that it was deliberate upon the part of the employee – not just some happenchance, but deliberate – before they can do any deduction for cargo, even though they can still not deduct for the question of equipment. Article 11 is old. Article 12 is old. Article 13, the first four lines is old. However, start at the word "except." Underscore the balance of that paragraph. "Except in case of emergencies arising out of disabled equipment, commercial equipment, or an act of God, this shall not –

"prohibit drivers from picking up other drivers, helpers, or others with wrecked or broken-down motor equipment, transporting them to the first available point of communication, repair, lodging, or available medical attention." Almost all of you have had drivers fired or drivers disciplined for picking up people, who were just merely trying to what they should do out of good common sense. This now clarifies that language and will save many a driver and

many a member a heartache, and the business agent a lot of extra work, by giving the latitude we have in this new provision.

Article 14, compensation claims, is old, except on page 10. On page 10, you will see that there are words after "owing as required by law." And also, "The language of the Employer shall provide workman's compensation protection for all employees, even though not required by state law" is new also. This takes care of the small employer. Even though he's not required by law, he must now afford our people with compensation.

And likewise this forces the employer to move ahead and give the assistance necessary to get compensation when it's owe and duing to the employee. Article 15, military, is old. Article 16 is old. Article 17, pay periods, is new. Underscore all of that language. "A joint area committee or the national committee and the Employer may by mutual agreement waive the provision of local supplements dealing with pay periods upon satisfactory showing of necessity by the Employer."

Sometimes, as the employers get coast-to-coast operations, as they have new electronic data collecting information, it's necessary that we recognize an extended period beyond the seven days. Upon showing of proof, this will give the Unions and their committees the right, without going through all the necessity of polling everybody around the country and involved in that operation, to change it to maintain the positions necessary to maintain the jobs.

Article 18, competitive equity, is new in the sense that it was never in all of the contracts, but now it is going to be in the Master Agreement. And many of you must take notice, because some of the local unions and their representatives are prone to sign contracts for truck drivers, warehousemen, both local and city, for less than the agreement here. You have no right to do this, because when you sign a contract with an employer – whether he's a grocery operator, or a meat operator, or whatever he may be –

less than this agreement, you are taking away from your members the right to continue their jobs. And you have a responsibility not to negotiate less than the uniform wages that is contained in this contract for the classifications contained in this agreement. And by the competitive equity language, we're telling the employer we understand our responsibility, and that we're gonna go ahead and negotiate contracts that will ensure him equal competition. "In the event the employers which are not party to this agreement should engage in cartage operation, local _____ service, freight pick-up –

"and/or delivery service, the Union representing the employees of such Employers and their respective bargaining unit shall, to the extent it may do so, lawfully and within such period of time as it may deem feasible, bring into effect all the provisions, conditions, and wages of the area local cartage agreement. Any event or Employer party to this agreement may require the service of employees coming under the jurisdiction of this agreement.

"Any manner and under conditions not provided for in this agreement, and as such event, in such instance, the local Union and the Employer concerned may negotiate such matters for such specific purposes, subject to the approval of joint area committee." Article 19, posting of agreement notices. First, Section 1 is old. Union bulletin boards is new. "The Employer agrees to provide suitable space for the Union's bulletin board in each garage, terminal, or place of work.

"Postings by the Union on such boards to be confined to official business of the Union." Article 20 is old, 21 is old. Article 22 you will note contains only six paragraphs dealing with owner-operators. This does not mean that we gave up our language on owner-operators, because all the language in your past contract will be in your supplement. But this is to assure the guaranteed minimum protection necessary for all of the local unions –

throughout the country that didn't have Central State's language, that they will now have a right to negotiate owner-operator provisions, so they can protect the wages, hours, and conditions. Twenty-three is old, 24 is old, 25 is old, 26 is old. Twenty-seven is old, 28 is old, 29 is old. And on 29, Section 2 is old. Section 3 is new. On Section 3 we have added the following. And where it now states "'55" put the figure "'56." And I'll read as follows.

"This article shall not apply to such operations that were in existence prior to January 1, '56, or shall apply to any extension, additions, modifications, or any similar change exclusive of increase in volume in such prior operation." _____, it's all new, except – And it means this. Company operating *A* to *B*, taking it back up to starting January 1, '56 doesn't have to pay the $5.00. But if he goes beyond *B*, or into some of the direction of his operations, even though he had *A* to *B* protected, the new operation that was not in 1956, he must pay the $5.00 on.

On Article 20, jurisdictional disputes, all old ones. Thirty-one is new. Underline all the two paragraphs of 31. "The undersigned

Employer agrees to become a party to a multi-employer unit established by this national agreement, to be bound by interpretation to enforce this national agreement. Employer further agrees to participate in joint negotiation of any modification or renewal of this agreement, and to remain a part of the multi-employer unit as set forth in such renewed national agreement.

Article 32 is old. And again, this is gonna be subject to some litigation that's presently pending in court as far as the Patton lawsuit is concerned. When that comes down, we will have the authority again to revise this section and get the most complete coverage that's legally possible. Article 23, cost of living, the first two paragraphs are old. The next two paragraphs are new. Underscore the next two.

"The first cost of living allowance shall be effective the first pay period beginning on or after February 1, 1966, based on the difference between the base index figure of 1965 and the index figure for December, 1965; shall continue effect in the first pay period beginning on or after March 31, 1967. The next adjustment shall be made on March 31, '67 based on the index for January, 1967. Adjustments in the cost-of-living allowance shall be made on the basis of change in the index as follows.

The base index figure shall be the figure for June, '65," which is now from July, '65. "All future increase shall be calculated on such base as follows. For every three-point increase in the index, there shall be a one cent per hour or 20.25 mill per mile adjustment, except that the fourth, eighth, and twelfth intervals shall be based on a four-point index change. For example," and it's all listed as such. The balance of those paragraphs are old, except the last paragraph.

The last paragraph you will is the words "negotiating committee." That is new. Underscore it. Under the new article moonlighting, all new: "The Employer shall not employ in any capacity a person who is otherwise regularly employed. Any employee employed under a local cartage agreement who works a total of more than 40 hours a week for one Employer covered by a local cartage or road agreement shall receive double time for all work in excess of 40 hours.

He works the work week for the second employer for whom such hours in excess of 40 is performed as the Employer is notified by the local Union." And so it means, again, that the fireman, the policeman, the schoolteacher can no longer take our work. It

means, again, that Employer A cannot call Employer B, or B call A, and swap employees to avoid overtime. However, you have a responsibility.

Your responsibility is when you find that some employer is doing what he should not, in violation of this contract, is to notify the employer that he called Employer B and took four men over on a certain night, and name those individuals, and put 'em on notice that if he does it again, he will be subject to double time for the employees. If he hires somebody out of a factory who's already worked 40 hours, you put him on notice. And after putting him on notice, if he continues to do it, you receive double time, which I am quite confident will stop that practice.

Garnishment, new article. All new. Underscore it. "In the event of a notice to Employer of a garnishment or impending garnishment, the Employer shall not take any disciplinary action against the employees for a period of 24 hours for the first three garnishments, during which 24-hour period the employee shall adjust the same. After three garnishments, disciplinary action – discharge, in extreme cases – may be taken. If employee fails to address the matter, the employee's past practice shall prevail."

Many a new member of our union has lost his job because some super-salesman sold him more than he could afford to pay for. Come a garnishment, the employer discharged him and he had no recourse. Now he has three periods to where in 24 hours he can adjust the matter and not be disciplined. If he fails to do so, then the past practice of discipline will still continue. New article, employee's bail. Underscore all of 'em. "Employees will be bailed out of jail if accused of any offense in connection with the faithful discharge of their duties.

"Any employee forced to spend time in jail or in court shall be compensated as regular rate of pay. In addition, he should be entitled to reimbursement for his meals, transportation, court costs, et cetera, provided however the faithful discharge of duties shall in no case include compliance with orders involving commission of a felony. In case an employee shall be subpoenaed as a company witness, he shall be reimbursed for time lost and expense incurred."

Recently, under the last three-year agreement, which is about to expire, we had two men placed in jail because of overloads. The employer being desirous of taking this up to the courts and trying to set aside the law, left our men in jail – one of 'em three weeks,

and one four weeks – and refused to pay it. He refused to get 'em out on bond or supply 'em with a lawyer. This language now takes care of that problem, and we'll be able to get compensated if such an incident happens.

New article, liability insurance co-employee. Underline it. "Employer shall provide liability insurance, which will assure coverage of employees against same for negligence instituted by co-employees." This is a legal problem. The language had to be redrafted by _____ and the company lawyers, but the intent is this, that if an employer has a truck running east and one running west, and they collide, the insurance many times does not cover the employees because they're both of the same company.

Under this language, they will now have to carry insurance to guarantee their employees, under every circumstance, that they will be covered by insurance. Whether they turn the equipment over to a cartage company or to an interline carrier, that insurance will have to guarantee that our people will not be left without some sort of a protection, and will get their insurance. New article, unemployment compensation. Underscore all the language. "Full or pro rata vacation pay shall not be paid to employees at a time of layoffs if acceptance of same will result in loss or delay of unemployment compensation benefits."

We have some new individuals that apparently came out of the industrial colleges around this country, and three of 'em came up with a very brilliant idea. Men were laid off through no fault of their own, lack of work, and because they had accumulated vacations coming, the employer insisted that they take their vacation and not draw unemployment compensation. The result was, they were off two and three weeks, used up their vacation pay.

By that time, business picked up and they were back to work. And when vacation time rolled around, they had no vacation. Now we're saying into effect that they cannot force you to take your vacation, but rather you can draw your unemployment compensation and receive your vacation when it's duing without losing any part of it. The balance of the Article 34, duration, Section 1. You will note the only changes there are the dates necessary for the period we outlined before, except Section 4.

Section 4 is all new. "In the event of inadvertent failure by either party to give notice as set forth in Section 1 and 2 of this article, such party may give such notice at any time prior to termination or

automatic renewal date of this agreement. If a notice is given in accordance to the provisions of this section, the expiration date of this agreement shall be the 61st day of the following such notice." Some of you, dear brothers – I don't know how you run your office – fail to send out notices.

Under the old agreement, you could be bound for a period of one more year. By this language, and we don't mean you should be careless, it means the most you can be penalized is 60 days. Now, this is the proposal that has been drafted as a Master Agreement and recommended by your study committee and your negotiating committee as the acceptable master contract in behalf of all of the employees represented in Central State's area, with the understanding that the votes that will be tabulated here will be called into a central point.

And as the South, the West, and the East calls their votes in, they will all be tabulated, the yes and the no's, to determine whether the representatives of our local unions covered by this contract are willing to accept it by a majority vote. _____ now voting in behalf of this agreement, let it be understood, if you will, that those who are here, if you are a visitor and are not an official representative of your local union, because at this particular meeting only two people of each local are supposed to vote.

So each local union will be limited to two votes on this particular approval of a Master Agreement, subject to the rules that were agreed to in Washington, DC. What is your pleasure? Barry Steinberg, Local 20, Toledo, Ohio.

B. Steinberg: Mr. President, on behalf of all the local unions affiliated with the Central States Drivers Council and the Central States Council of the Teamsters, I move the adoption of this Master Agreement.

Speaker: Is there a second?

Audience: *[Voicing agreement to second]*

Male 1: Bill _____, Local 710.

Then regularly moved and supported, that we accept the Master Agreement as discussed and read. Is there any discussion? Any questions?

Audience: *[Crosstalk]*

Speaker: Question being called for those two representatives delegated by your local union. Please rise in favor of the vote, those that are in favor of. *[Pounding noise]* Please be seated. All of those who are opposed? It is by unanimous action that a Master Agreement has been ratified by the Central States Drivers Council in behalf of those local unions that are present here today. Now, Frank, we have taken a list of all the people here, have we not?

Frank: That's right.

Speaker: All right. Now we will next consider the over-the-road provision of the contract. This will be the supplement that you have before you. We will try to go through this, giving you the highlights, the changes, without reading the language that was previously in the contract, but only the changes. The preamble again is changed, as you'll note, and it's changed, "Central States' area over-the-road border freighting supplemental agreement covering drivers employed by private and common contract."

Now, you fellows who are here who are involved, please don't run away. If you have to go to the washroom, all right, but don't run away. "For the period of February 1, '64 to March 31st, '67 in the following territories: Michigan, Ohio, Indiana, Illinois, Wisconsin, Minnesota, Iowa, Missouri, North Dakota, South Dakota, Nebraska, Kansas, Kentucky, and West Virginia, Denver, Colorado and operations into and out of all contiguous areas."

Male 2: Strike _____ –

Speaker: Strike the words "Huntington and Wheeling." Balance of that page is as in the previous contract. Over on page one, now this language is already underscored. You will not have to underscore it as you did the master; it's been done by the printer for you. "This over-the-road Supplement Agreement is supplemental to and becomes a part of the National Master Freight Agreement, hereinafter referred to as the National Agreement, for the period commencing February 1, '64; shall prevail over to the specific term of that agreement only to the extent specifically provided herein. *[Side conversation]* Article 1, there are no changes. Article 2, there are no changes.

Male 2: *[Inaudible, distant from mic]* We _____ _____ _____ worried some of that language _____ _____ to the _____.

Speaker: You will note that where it states "master," that if you find it's not in here, you'll know that even though it was in your previous contract, it's over in the master. Article 3, no change. Article 4, no

change. Article 5, seniority. No change. Article 6, if you will come down to the underscored language where it says, "North Dakota, South Dakota, Nebraska, and Kansas," after the word "Kansas," put in there "and Denver, Colorado."

Male 2: Article 7, _____.

Speaker: Article 7, excuse me. Article 7. After the word "Kansas," put "and Denver, Colorado." Balance of that is the old language, except you'll notice underscored, "including West Virginia, except Wheeling."

Male 2: *[Inaudible, distant from mic]*

Speaker: What's that?

Male 2: That was added to Kentucky.

Speaker: Yes, but including West Virginia, except Wheeling, and Wheeling's in the Ohio conference.

Male 2: Right. Right.

Speaker: Joint area committee, no change. Contiguous territory, no change. Function of committee. First paragraph, no change, but you'll notice the underscored language. "All committees established under this article may act through subcommittees duly appointed by such subcommittee." Change of terminals, you will notice the underscored language as the change. "This subcommittee shall also have jurisdiction over the closing of terminals in regard to seniority."

Some employers took the position they could close the terminals in the last six months of our present agreement without consulting with the union. To correct that, we show now that this is a change of operation and must come before our committee before they can close the terminal. The reasoning being that this involves seniority just as though they had merged the terminal, because those individuals working there had to have someplace to go. Also, you will notice the following next paragraph is new.

"Committees shall have the power to extend the two-year layoff period contained in Article 5, Section 1 in considering any change of operation." Many instances, the two-year period is not long enough for a carrier to give his employees on layoff status when it comes to a change of operation. And we wanna look at each one

carefully and give the right amount of time, and this gives us that authority. Examination of records. You will see – *[Side conversation]*

You will see that at the bottom of that paragraph after the word "or." Underscore the words "or records pertaining to a specific grievance." Now, this language was added because the employer took a position that we had no right to look at his books unless it dealt with a question pertaining to compensation – the compensation of any individual, or individual's pay in dispute. Now, it wasn't always a question of pay in dispute; it was other grievances, run-arounds, et cetera.

So we added the language "or records pertaining to a specific grievance," which is all inclusive, and now we can cover up and look at any article we want. On 8, down to Section B on the right-hand side is old, but the last sentence: "where the joint area committee by a majority vote settles the dispute, such decision will be final and binding on both parties with no further appeal" is new. And that's put in there because of a Labor Board dispute.

Some drivers, after having a hearing on the city level, state level, and joint area level, then said that as individuals they could go to the court on the board. And we say under this contract, well, the decision of the panel is final and binding. The balance of that page is old. On the next page you will notice Section H, all new. "The procedure set forth herein may be invoked only by the authorized Union representatives of the Employer."

Again, recognizing that you speak for the drivers and the employer speaks for the drivers, and there's no third party can come in and try to intervene in our business. Balance of that side is the old language. And on the next you will notice national grievance committee underscored, Section 4. "Grievance or questions of interpretation which are subject to handling under the provisions of Article 8 of the National Agreement shall promptly be referred to the national grievance committee."

Necessary language to comply with the master contract to move those cases into the national area committee. Article 9 is in the master. Article 10, there is no change. Article 11's in the master. Article 12 is in the master. Article 13, no change. Fourteen, 15, 16, 17 is in the master, no change except what we reported to you in the master. Eighteen, meal carrier – no change. Nineteen, lodging. You will notice that we have changed that language considerable.

I'm gonna read the whole article because of the changes, so you get continuity of the changes.

"Comfortable, sanitary lodging and drivers' waiting room –" "drivers' waiting room" has been added – "shall be furnished by the Employer in all cases where an employee is required to take a rest period away from his home terminal, and shall be maintained at present-day standards." We found that some employers that had dormitories approved five, six, seven, ten years ago took the position that we couldn't tell them they had to remodel 'em and get up to current day, because they'd once been approved.

Now this gives us the authority to make that employer bring it up to present-day standards. And if it needs alteration out of doing that, he'll have to alter the bunkhouse. "Comfortable, sanitary lodging shall mean a room with not more than two beds in it, not more than two drivers sleeping in the room at the same time, except in dormitories or company-owned terminals. But "janitor service, clean sheets, pillowcases, blankets, hot and cold running water, good ventilation, easy access to clean, sanitary toilet facilities in the building," that's old. This is new.

"It shall also be equipped with showers and/or baths and air-conditioned rooms. There shall be no bunk beds or double beds. In addition, dormitories at new terminals must be soundproof." Now, recognizing the fact that many terminals are built out on the edge of town, recognizing the fact that the size of our truck terminals afford the employer the recognition that he can build his own facility rather than to rent a complete motel, we've established now the rules, the procedure to build those bunkhouses where they'll have the same comparable comfort that they would have in a modern-day motel. The balance of that page is old.

Male 2: _____ _____ _____ too far. There's a mistake here.

Speaker: Yep?

Male 2: There's a mistake here.

Speaker: _____ _____ _____ –

Male 2: Four dollars. Three dollars once it's four, and this three should be four, also.

Speaker: All right, Dave points out a mistake.

Male 2: _____ _____ _____.

Speaker: The next paragraph, we changed the $3.00 lodging to $4.00 in both instance, and that's the only change in that paragraph. So a buck increase in lodging. We argued to the employers that could no longer get a room for $3.00, and if the man had to go out, he should get a minimum of $4.00, as the contract calls for. Article 20, effective equipment, dangerous conditions of work, the master. And then the pay period, you will notice in the next to the last line of the first paragraph "shall be provided an itemized statement."

And "itemized" has been inserted and is new language. Next paragraph is new. "Central States Drivers Council and the Employer may, by mutual agreement, waive the provisions article upon a satisfactory showing of necessity by the Employer." Many instances, we have different methods of satisfactory proof of deductions, and therefore if there is a new modern computing machines, you can work it out. Article 22, on the left-hand side, general call-in time, layover, is old language.

But in the second paragraph on the right-hand side of seven, you will notice again the figure of a dollar and a quarter has been changed to a dollar fifty. And so we have raised the meal allowance by 25 cents.

Male 2: Looks like a printer's error; he repeated something, and it's wrong. Here you have this whole passage should go out.

Speaker: Oh, you can –

Male 2: Yeah. All right. Just so _____ _____ –

Speaker: And the balance of that, there's some minor printing correction, is the same as last year. That heading, Section 5, bobtailing, Section 6, Article 23, pick-up and delivery limitations, is old, except you will note on page eight we've inserted the new rates: 307, 64, 315, 65, 325, 66. Balance of that language is old. Article 24 is old. Article 25, except the changing of the rates.

Male 2: *[Inaudible, distant from mic]* is supposed to be rather ten _____ _____ ten and not four and a quarter, I think.

Speaker: The articles have been changed, and they're changed by recognizing the fact that a ten-cent increase the first year, eight cents the second year, and a ten-cent the third year, brought about the changed figures you'll note here. Ten, eight, and ten. The

exceptions I will point out to you in a few minutes. And outside of that, that's the increase, and that brought about these figures that I'm reading you.

On Section C, we have underscored and added "40, 45-foot length for a double-bottom's purpose of trans….delivering or transporting freight," because we have a rate there. Those figures have also been changed and increased *[pounding noises]* by the quarter-of-a-cent mileage increase. You will noted in Section D again we have changed the hourly rate to comply with a ten, eight, and ten formula.

You will notice again that mileage determination is the old language, mileage adjustment, but the exception in the second paragraph, we changed the date and put "no earlier than February 1, '65." The balance is old. On cattle runs, it's old, except again the rates of pay. And they have been adjusted as outlined: 307, 315, 325. The guarantee in new equipment is old. Under the turn-around runs you will note that we did not give them the full increase; we did it as follows.

"On turn-around runs within 60 miles to the home terminal, where the round trip does not exceed 120 miles, drivers shall be guaranteed the minimum of six hours pay. The following rates shall apply." In that instance, we took a ten-cent increase the first year, three cents the second, and the cost-of-living increase. We did not take the full increase. With the following language down – it's almost near the last, you will see "short turn-around runs in one day." You will add "at the regular – "

Got it? Right after the word "day." "At the regular hourly rate set forth in Section 1 above." Now, that means that if you only run one six-hour turn, you get paid eight at the regular hourly rate. If you run two, you get the regular hourly rate for the first one, but you get reduced for the second one. On both, both turns. Section 3, Section 4, Section 5, is old. Under Article 28, we forgot to put the rates in. Put in "307, 315, and 325." And that's the ten, eight, and ten. Up on the top of page ten, bottom of that paragraph, underscored:

"When two eight-hour turns are accomplished the same day, the following rates shall apply to the second turn only." In other words, you get eight for your first, and you get the reduced rate of pay for the second turn, or for the number of hours that are paid for. And that's 307 and 310, which is the reduced rate. "Where there's only one eight-hour turn, the full rates set forth in Article

28, Section 1 shall apply." That's new language, and added to take care of the reduced rate.

Under multiple leg operations, you will notice that we only took one increase. One increase, dealing with the question of the ten-cent raise and the cost of living. And the only change in that article will be to make that rate 236. We did not take the full increase on the multiple-leg run. Only one ten-cent increase and a cost of living. I may say now that the reason we did this on the six-hour turns and the two eight-hour turns and the multiple legs, is a recognition in many instances, a change of highways have improved the driver's opportunity of making more than one run.

In addition to that, the new-type equipment we're driving, plus the fact that we recognize most of these runs are far in excess of the regular standard hourly rate because of the lack of necessity to use the full time paid for in the turn-around runs, either first, second, or third. The same applies to multiple-leg runs.

[End of Audio]